

Hayes E-Rate SPI Form 474 Agreement

Service Provider Invoice

This Agreement is made on this, the 20 day of July, 2016, between Hayes eGovernment Resources, Inc., a corporation organized and existing under the laws of the State of Florida, with its offices at 2551 Welaunee Blvd., Tallahassee, Florida 32308 (hereinafter referred to as "Hayes") and Apalachicola Library (Customer).

TERMS AND CONDITIONS APPLICABLE TO THE RATE FUNDED PRODUCTS AND SERVICES

Both parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. Parties further agree:

1. Reimbursement of USAC/SLD: IF USAC/SLD seeks reimbursement from Hayes of the ERate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that products and/or services which it had previously approved for discounts are not eligible and funds may be returned (other than as a result of Hayes' failure to comply with the E-Rate requirements), then Customer shall reimburse Hayes for any such reimbursement.
2. Eligibility of products and services: The eligibility or ineligibility of products and/or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or FCC. Hayes makes no representations or warranties regarding such eligibility. If USAC/SLD determines for any reason that items are not eligible and in turn fails to compensate Hayes for said items, then customer shall reimburse Hayes for any such funds not collected from USAC/SLD within 90 days. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in this agreement, including those obligations relating to payments.
3. Substitutions and/or Modifications: Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and/or services and/or the locations at which the products and/or services are to be installed and/or provided, requires Customer to file a substitution with USAC/SLD, seeking permission to receive alternative service and/or product substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. Hayes will provide services and/or products only as approved by the SLD and may suspend activities pending approval of substitutions requests.
4. Requested Information: If requested, Customer will promptly provide Hayes with final copies of the following E-Rate related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486, (iii) Form 500, (iv) Substitution Request(s), (v) Certification Form(s) and (vi) Form 472-BEAR,

KSH

if requested. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Products and/or Services on those orders.

5. Representations, Warranties and indemnities: Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate requirements or breach of the representations, warranties, and terms contained in this Agreement.
6. Non-Appropriations for Services: By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of the Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with Hayes to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide Hayes thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under the Agreement, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered nonrecurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Service Provider Invoice Form – (SPI) – Form 474:

After Hayes has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, Hayes will then provide E-Rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any Hayes or USAC/SLD Forms needed to support requests

for payment of Products and/or Services delivered. In the event SLD denies payment, for any reason, Customer will be responsible for repayment of all denied funds to Hayes associated with this Agreement with 90 days. Customer agrees to be responsible for all inquires to USAC/SLD regarding and denied payments and any and all associated appeals to USAC/SLD associated with the denied payments.

CUSTOMER IS RESPONSIBLE FOR ANY AND ALL FCC REQUIREMENTS ASSOCIATED WITH THE SUBMISSION OF A FORM 471 APPLICATION.

Resolution of Disputes: Any questions and issues related to the application or interpretation of this Agreement, which cannot be settled or determined by mutual agreement of the parties, shall be submitted by any of the parties to arbitration. Provisions of this section do not abridge the right of either party to seek judicial resolution of any controversy or claim arising out of or relating to this Agreement, or breach thereof, that can not be otherwise resolved.

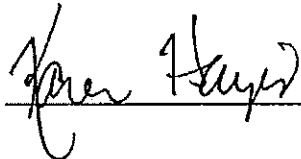
Illegal Provisions: If any provision of this Agreement shall be declared to be illegal, void, or unenforceable by court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

Entire Agreement/General: No amendment, waiver, or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral agreement or representation shall not bind any party to this Agreement.

Agreement Venue: The formation, interpretation, and performance of this Contract shall be governed by the laws of the State of Florida; exclusive venue for all litigation relative to the formation, interpretation, and performance of this Contract shall be Leon County, Florida.

IN WITNESS TO THEIR AGREEMENT TO ALL OF THE ABOVE AND FOREGOING, the parties hereto have herein below executed this Agreement effective the day and year first above written:

Hayes e-Government Resources, Inc.
Karen Hayes
President




Date:

7/20/2016

Customer Legal Name

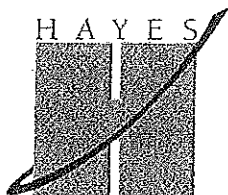
Print Name CATHARINE GREENE

Title LIBRARIAN



Date:

7/20/16



Hayes E-Government Resources
 2551 Welaunee Blvd.
 Tallahassee, Florida 32308
 (850) 297-0551 Phone
 (850) 297-0644 Fax
 FEID# 59-3633709
 http://www.hcs.net

Quotation is valid for 30 days.

Quotation

Quote #	Date
HCSQ21021	07/21/16
Sales Rep	
jjohnson	

Customer: Apalachicola Municipal Library
 Caty Greene
 74 6th Street
 Apalachicola, Florida 32320

Phone: (850) 653-8436
Fax: (850) 653-1350

Ship To: Apalachicola Municipal Library
 Caty Greene
 74 6th Street
 Apalachicola, Florida 32320

Phone: (850) 653-8436
Fax: (850) 653-1350

Terms:	P.O. Number:	Ship Via:
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Ln #	Part	Description	Qty	Unit Price	Ext. Price
1		Single Category 6 plenum drop	5	\$211.96	\$1,059.80
2		Dual Category 6 plenum outlet	11	\$309.78	\$3,407.58
3		Quad Category 6 plenum outlet	12	\$429.35	\$5,152.20
4		48-port Category 6 patch panel	2	\$217.39	\$434.78
5		Hourly Rate -- Install Access Points	2.5	\$52.63	\$131.58
6		Additional Labor	36	\$52.63	\$1,894.68
7		19" Two Post Equipment Rack	1	\$190.22	\$190.22
8		Rack Isolation Pad	1	\$65.22	\$65.22
9		18" Ladder Rack w/ Mounting Hardware	10	\$27.17	\$271.70
10		Horizontal Cable Manager, Front Only, 2 Rack Units	3	\$54.35	\$163.05
11		Vertical Cable Manager, Front and Rear	2	\$326.09	\$652.18

Jonah Johnson prepared your quote. If you have questions, please call (850) 297-0551 x151

Hayes is proud to be your Minority Vendor for State Contract# 4322000-WSCA-14-ACS

SubTotal	\$13,422.99
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$13,422.99



CITY OF APALACHICOLA

1 AVENUE E

APALACHICOLA, FLORIDA 32320

Tax Exempt #85-8012595868C-3

PURCHASE ORDER

NUMBER

19154

DATE

8/4/16

PHONE #

850-653-9319

CONFIRM #

BEN # 127602

REQUEST BY

Apalachicola Municipal Library
Lee Mathes, City Administrator

Hayes E-Government Resources

2551 Welaunee Blvd.

Tallahassee, FL 32308

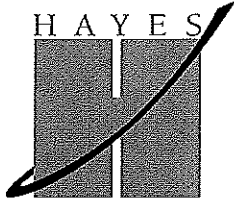
QUANTITY	DESCRIPTION	PRICE	AMOUNT
	SEE ATTACHED		13,422 99
	All provisions and terms of this document and the agreement(s) with Hayes E-Government Resources with Apalachicola Municipal Library for category 2 internal connections for the Apalachicola Municipal Library not with standing, the obligation and responsibility of the Library for the purchase and/or installation of any services or equipment is conditioned upon and subject to the approval and reimbursement of all funds to be paid for the subject services and equipment by USAC/SLD in the E-Rate Program or such percentage as is approved by the Library for reimbursement and if not so approved and reimbursed, any obligations or responsibilities of the Library shall be void from the beginning and not existent.		
	Library Construction Project		

Allocation

- | | | | | |
|---------------------------------------|---------------------------------------|-------------------------------------|---------------------------------------|---------------------------------|
| <input type="checkbox"/> Admin | <input type="checkbox"/> City Hall | <input type="checkbox"/> Street | <input type="checkbox"/> Public Works | <input type="checkbox"/> Police |
| <input type="checkbox"/> Fire | <input type="checkbox"/> Library | <input type="checkbox"/> Recreation | <input type="checkbox"/> Water | <input type="checkbox"/> Sewer |
| <input type="checkbox"/> Scipio Creek | <input type="checkbox"/> Battery Park | <input type="checkbox"/> Other | | |

Authorized By:

Lee Mathes
City Administrator



Hayes E-Government Resources
2551 Welaunee Blvd.
Tallahassee, Florida 32308
(850) 297-0551 Phone
(850) 297-0644 Fax
FEID# 59-3633709
<http://www.hcs.net>

Quotation is valid for 30 days.

Quotation

Quote #	Date
HCSQ21007	07/18/16
Sales Rep	
jjohnson	

Customer: Apalachicola Municipal Library
Caty Greene
74 6th Street
Apalachicola, Florida 32320

Phone: (850) 653-8436
Fax: (850) 653-1350

Ship To: Apalachicola Municipal Library
Caty Greene
74 6th Street
Apalachicola, Florida 32320

Phone: (850) 653-8436
Fax: (850) 653-1350

Terms:

P.O. Number:

Ship Via:

Ln #	Part	Description	Qty	Unit Price	Ext. Price
1	MX84-HW	Meraki MX84 Cloud Managed Security Appliance	1	\$1,236.90	\$1,236.90
2	LIC-MX84-SEC-5YR	Meraki MX84 Advanced Security License and Support, 5 Years	1	\$3,600.00	\$3,600.00
3	MS220-48LP-HW	Meraki MS220-48LP L2 Cloud Managed 48 Port GigE 370W PoE Switch	1	\$3,021.00	\$3,021.00
4	LIC-MS220-48LP-5YR	Meraki MS220-48LP Enterprise License and Support, 5 Year	1	\$504.00	\$504.00
5	MA-SFP-1GB-SX	Meraki 1000Base SX Multi-Mode	2	\$310.00	\$620.00
6	MR42-HW	Meraki MR42 Cloud Managed AP	5	\$681.38	\$3,406.90
7	LIC-ENT-5YR	Meraki MR Enterprise License, 5 Years	5	\$270.00	\$1,350.00
8	HCSINSTALL	Installation & configuration of all networking components listed above. Drop cables for the Wireless access points are presumed to be ran by a cabling contractor before Hayes installation of them.	1	\$2,000.00	\$2,000.00

Jonah Johnson prepared your quote. If you have questions, please call (850) 297-0551 x151

Hayes is proud to be your Minority Vendor for State Contract# 4322000-WSCA-14-ACS

SubTotal	\$15,738.80
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$15,738.80

**CITY OF APALACHICOLA**1 AVENUE E
APALACHICOLA, FLORIDA 32320

Tax Exempt #85-8012595868C-3

PURCHASE ORDER

NUMBER	19153
DATE	8/4/16
PHONE #	850-653-9319
CONFIRM #	BEN # 127602
REQUEST BY	Apalachicola Municipal Library Lee Mathes, City Administrator

Hayes E-Government Resources
2551 Welaunee Blvd.
Tallahassee, FL 32308

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	SEE ATTACHED		15,738 80
	All provisions and terms of this document and the agreement(s) with Hayes E-Government Resources with Apalachicola Municipal Library for category 2 internal connections for the Apalachicola Municipal Library not with standing, the obligation and responsibility of the Library for the purchase and/or installation of any services or equipment is conditioned upon and subject to the approval and reimbursement of all funds to be paid for the subject services and equipment by USAC/SLD in the E-Rate Program or such percentage as is approved by the Library for reimbursement and if not so approved and reimbursed, any obligations or responsibilities of the Library shall be void from the beginning and not existent.		
	Library Construction Project		

Allocation				
<input type="checkbox"/> Admin	<input type="checkbox"/> City Hall	<input type="checkbox"/> Street	<input type="checkbox"/> Public Works	<input type="checkbox"/> Police
<input type="checkbox"/> Fire	<input type="checkbox"/> Library	<input type="checkbox"/> Recreation	<input type="checkbox"/> Water	<input type="checkbox"/> Sewer
<input type="checkbox"/> Scipio Creek	<input type="checkbox"/> Battery Park	<input type="checkbox"/> Other		

Authorized By:

Lee Mathes
City Administrator